

WHITEHEAD DUNN TO 2.

THE RESULT AND SAME OUTCRY
AS IN THE McLAUGHLIN CASE.

Talk by Members of the Majority, Which Was for Conviction, About "Money" and "Tampering." The Minority Remains an Inquiry to Follow—Agnes Herthold and Melner Not to Be Tried.

The jury that had under consideration the case of Newton Whitehead, indicted for abortion, entered Part III. of the general session yesterday, after having been locked up nearly twenty-four hours, and announced that they were unable to agree. Judge Allison discharged them. Assistant District Attorney Davis said he would move for a retrial on Tuesday, and Judge Allison requested that he bring the trial before another judge.

"I did everything in my power to secure a verdict," he said.

Whitehead was released on \$5,000 bail. The jury, like the jury on Inspector McLaughlin's trial, stood in two for conviction, and the other who voted for acquittal were William May, the third juror, and Robert C. Whitten, the eleventh. Whitten and the foreman, Alexander Redick, had a disagreement at the trial, after a discussion in German as to the competency of the interpreter. Whitten objected to the other jurors speaking among themselves in German.

It may be that the proposal to discipline members of the last McLaughlin jury who voted to acquit had something to do with the spirit displayed by some of the members of the majority in this case. Foreman Redick was profuse in his expressions of regret.

"I stood 10 to 2 for conviction from the first ballot," he said. "It is a most outrageous case. I said in the jury room, and I do not hesitate to say again, that I believe money was used in the case. I intend to see the District Attorney, and say that such jurors should be locked up if justice is to be had. It is most disgraceful, and I believe somebody has been tampered with. The evidence against Whitehead was clear, but two jurors would neither talk nor discuss the evidence."

James Ropp, the seventh juror, talked in the same strain, and he and Redick made statements to Assistant District Attorney Davis. Ropp said that Whitten and May had refused to consider certain evidence after having been told to do so by the foreman. He said that he would require the District Attorney to investigate the statements. Juror May called on Mr. Davis in the afternoon, Mr. Davis would not see him, and he returned to his home. He said that he would require the District Attorney to investigate the statements. Juror May called on Mr. Davis in the afternoon, Mr. Davis would not see him, and he returned to his home. He said that he would require the District Attorney to investigate the statements.

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ELITE PANTS COMPANY'S AGENT.

He Collected \$1 Deposit, But Didn't Deliver the Goods—Under Arrest.

A new and somewhat profitable swindle was discovered yesterday by the persistent efforts of an amateur detective, who abandoned his work for a week and devoted his time to running down a man who had swindled him out of a dollar. The amateur detective is a young butcher, named Frederick W. Desroth, who lives at 2,478 Eighth avenue. Two weeks ago he received a visit from a tall, well-dressed Hebrew with a most persuasive tongue.

"I represent the Elite Pants Company. Ours is the first and only original firm to offer made-to-order trousers of the best make and material for the small sum of \$3," said the glib-tongued person as he opened up a case of samples for the butcher to select from.

"Select the best of the lot, it costs you no more than the poorest. You pay \$1 down and the balance on delivery. You better let me measure you," he said.

Desroth let him take his measure and gave him a dollar.

The samples will be delivered in two days. That is our address," and the Elite Pants Company's agent then drove down a cab bearing the address 1,140 Broadway.

Desroth waited a week for his pants and then went to 1,140 Broadway. He found a telephone office and a set of clerks who said they had never heard of the Elite Pants Company, and that they were looking for clothing or the return of their money.

The next week Desroth took a holiday and started in search of the Elite Pants man. He found the man's address, but did not find the man until yesterday. Then he saw him in a saloon at 123rd street and Seventh avenue. He followed him to 124th street and Madison avenue. There the fugitive turned and asked why he was following him.

"I'd like to have you take a walk over to West 125th street with me," said Desroth.

"I'll give you your dollar," said the Elite Pants man, who had better go along with me," said the butcher.

"I won't," said the Elite Pants man, and he started to walk away. Desroth chased him to a lodging house at 123rd street and Third avenue, and then called Police Officer No. 123, who took him to the station. While the policeman was climbing the stairs the fugitive burst himself tearing up a note which he had hidden in his pocket. It was a note which contained the names of upward of 200 people who had been swindled.

The book also contained some measurements for the Elite Pants man when arrested described his measurements. He was five feet six inches tall, with the address, 202 Canal and 350 10th street. The police officer who took him to the station was Officer No. 123. He was a man of about fifty years of age, with a mustache and a high forehead. He was wearing a dark suit and a white shirt with a high collar.

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SHE SLAPPED HIS FACE.

SAWARD SAYS THAT SHE HIT HIM BEHIND THE EAR, TOO.

A Young Cuban Woman Has an Encounter with Her Landlord, and Escapes Before He Can Find a Policeman to Help Him.

Mrs. Arabella De Mortimer Giles, a young and pretty Cuban woman, went before Police Justice Walsh yesterday morning in the Adams street court in Brooklyn to answer a charge of assault. George H. Saward, of 410 Third street, who was formerly in the real estate business at 50 Liberty street with Mrs. Giles's husband, was the complainant.

Mr. Saward has the agency for a big brown-stone house at 20 West Twenty-fourth street, and several months ago he furnished it and out Mr. and Mrs. Giles in charge for the purpose of selling it. He had a mortgage on the furniture, and after a quarrel with Mr. Giles he made up his mind to foreclose it. On last Friday Mrs. Giles went to Brooklyn to see Mr. Saward, and during her call at his house, she says, the assault was made. Mr. Saward claimed that Mrs. Giles slapped him on the face, struck him back of the ear with a blunt instrument, and hurled from the house before he could call a policeman.

Daniel Maloney, who is attached to Justice Walsh's court, went on Wednesday afternoon to the West Twenty-fourth street house with a warrant for Mrs. Giles. He brought back with him a small, dark, round object, which he said was a piece of furniture, and a two-hour struggle and a lively scuffle.

Maloney found the doors and windows fastened and the blinds down, and thinking the house was empty, he went in. He found a woman in a nightgown, and she told him that she was Mrs. Giles. She said that she had been in the house for several days, and that she was waiting for Mr. Saward to come. She said that she was waiting for Mr. Saward to come. She said that she was waiting for Mr. Saward to come.

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FOR 72 YEARS!

THE STANDARD OF THE WORLD.

Without a Peer.

CHICKERING & SONS,
130 FIFTH AVENUE.

PNEUMONIA'S A DISEASE, NOW.

It Wasn't in the Sixth District Court, but It Is in the Common Pleas.

Annie Kiernan died of pneumonia on Jan. 10, last, within a year after her life had been insured for \$10,000 by the Metropolitan Life. The policy provided that if death occurred within the first year of insurance the company would pay only half of the face of the policy, and if death occurred from a "pulmonary disease" within the first year of insurance the company would pay only half of the face of the policy, and if death occurred from a "pulmonary disease" within the first year of insurance the company would pay only half of the face of the policy.

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